

1 Mark Punzalan (CA Bar No. 247599)
2 Email: mark@chanpunzalan.com
3 CHAN PUNZALAN LLP
4 22 Battery Street, Suite 401
5 San Francisco, CA 94111
6 Telephone: 650.362.4150
7 Facsimile: 650.362.4151

8 *Attorney for Debtors and*
9 *Debtors in Possession*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 **In re:**

14 **JADOOTV, INC.,**

15 **Debtor.**

Bankruptcy Case No. 19-41283 (WJL)

Chapter 11

16 **EIGHTH INTERIM APPLICATION FOR**
17 **COMPENSATION AND**
18 **REIMBURSEMENT OF EXPENSES FOR**
19 **CHAN PUNZALAN LLP FOR THE**
20 **PERIOD OF MARCH 9, 2022 TO**
21 **SEPTEMBER 20, 2022**

22 Date: October 12, 2022

Time: 10:30 a.m. (Pacific Time)

23 Place: United States Bankruptcy Court
24 Courtroom 220
25 1300 Clay Street
26 Oakland, CA

1 Chan Punzalan LLP (“Chan Punzalan” or the “Firm”), counsel for JadooTV, Inc. (the
2 “Debtor”) in the matters *DISH Network L.L.C. v. JadooTV, Inc.*, et al., Case No. 20-cv-01891-
3 CRB(LB) (N.D. Cal.) (“Copyright Action”), *DISH Network L.L.C. v. JadooTV, Inc.*, et al., 5:18-
4 cv-05214-EJD (N.D. Cal.) (“Patent Action”), and *Labbaik (Pvt) Ltd v. JadooTV, Inc., et al.*, Case
5 No. 4:20-cv-05878-KAW (N.D. Cal.) (“Labbaik Action”) hereby submits its Eighth Interim Fee
6 Application (the “Interim Application”) for allowance and payment of compensation for
7 professional services rendered and for reimbursement of actual and necessary expenses incurred
8 for the period commencing March 9, 2022 to September 20, 2022 (the “Interim Fee Period”),
9 pursuant to sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”),
10 Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the *Guidelines*
11 *for Compensation and Expense Reimbursement of Professionals and Trustees* (the “Northern
12 District Guidelines”), and the Local Bankruptcy Rules for the Northern District of California.

13 The Interim Application is based upon the points and authorities cited herein, the
14 Declaration of Mark Punzalan filed concurrently herewith, the exhibits attached thereto, the
15 pleadings, papers, and records on file in this case, and any evidence or argument that the Court
16 may entertain at the time of the hearing on the Interim Application.

17 **CASE BACKGROUND AND STATUS**

18 **A. The Debtors’ Bankruptcy Proceedings and Pending Litigation**

19 The Debtor filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on
20 May 31, 2019 (the “Petition Date”). The Debtor is represented by Keller Benvenuti Kim LLP. As
21 described in the *Declaration of Sajid Sohail in Support of First Day Motions and Related Relief*
22 [Docket No. 10], the Debtor filed this Chapter 11 Case because of the negative impact that the
23 copyright and patent infringement litigation brought by DISH Network LLC and certain related
24 parties (the “DISH Litigation”) had on the Debtor’s sales revenue and legal expenses.

25 Since filing the Chapter 11 Case, the Debtor and Sohail have had a substantial amount of
26 duties related to the Copyright Action and Patent Action. Chan Punzalan’s duties between July 4,
27 2019 and October 21, 2019 were previously detailed in Chan Punzalan’s First Interim Application
28 For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“First

Application”). Chan Punzalan’s duties between October 22, 2019 and February 13, 2020 were previously detailed in Chan Punzalan’s Second Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Second Application”). Chan Punzalan’s duties between February 4, 2020 and July 3, 2020 were previously detailed in Chan Punzalan’s Third Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Third Application”). Chan Punzalan’s duties between July 4, 2020 and November 1, 2020 were previously detailed in Chan Punzalan’s Fourth Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Fourth Application”). Chan Punzalan’s duties between November 2, 2020 and March 7, 2021 were previously detailed in Chan Punzalan’s Fifth Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Fifth Application”). Chan Punzalan’s duties between March 8, 2021 to September 1, 2021 were previously detailed in Chan Punzalan’s Sixth Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Sixth Application”). Chan Punzalan’s duties between September 2, 2022 and March 8, 2022 were previously detailed in Chan Punzalan’s Seventh Interim Application For Compensation And Reimbursement Of Expenses For Chan Punzalan LLP (“Seventh Application”).

As discussed more fully below, Chan Punzalan has continued to actively litigate the Copyright Action and the Patent Actions since November 2, 2020. However, the Patent Action was fully resolved resulting in a dismissal of the case. The Court has also authorized the retention of Chan Punzalan as special litigation for the Debtor in the Labbaik action.

B. The Debtor’s Retention of Chan Punzalan

On September 5, 2019, the Court entered the *Order Authorizing Retention of Chan Punzalan LLP as Debtors’ Litigation Counsel, Nunc Pro Tunc to July 1, 2019* [Docket No. 124] (the “Retention Order”). The Retention Order authorizes the Debtor to compensate and reimburse the Firm pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Northern District Guidelines. Subject to the Firm’s application to the Court, the Debtor is also authorized by the Retention Order to compensate Chan Punzalan at the Firm’s standard hourly rates for services performed and to reimburse it for actual and necessary expenses incurred. The Retention Order

1 authorizes Chan Punzalan to render the legal services necessary to representing the Debtor in the
2 Copyright Action and the Patent Action.

3 On March 29, 2021, the Court also entered the *Order Amending the Scope of Employment*
4 *of Chan Punzalan LLP Effective As of August 21, 2020* [Docket No. 353] (the “Amended
5 Retention Order”). The Amended Retention Order authorized the amendment of the scope of
6 Debtor’s employment of the Firm to include its representation of the Debtor in the Labbaik
7 Action.

8 **C. The First Interim Application**

9 Chan Punzalan filed its *First Interim Application for Compensation and Reimbursement of*
10 *Expenses for the Period of July 2, 2019 to October 21, 2019* [Dkt. No. 178] (the “First Interim
11 Application”), on October 23, 2019, seeking compensation and reimbursement of expenses for the
12 period from July 2, 2019 to October 21, 2019 (the “First Interim Fee Period”). The First Interim
13 Application contains a thorough description of the legal services performed by the Firm during the
14 First Interim Fee Period. Chan Punzalan Applicant amended its Application to exclude \$18,207.00
15 in fees incurred for work performed for Sajid Sohail. The Court held a hearing on the First Interim
16 Application on November 13, 2019, and granted the amounts requested (after amendment) in full.
17 See Dkt. No. 197, Order Granting First Interim Application for Compensation and Reimbursement
18 of Expenses for Chan Punzalan LLP for the Period of July 2, 2019 to October 21, 2019 (allowing
19 \$45,662.50 in compensation and \$711.83 in reimbursement of expenses for First Interim Fee
20 Period). The Firm has been paid all fees and expenses allowed by the order granting the First
21 Interim Application.

22 **D. The Second Interim Application**

23 Chan Punzalan filed its *Second Interim Application for Compensation and Reimbursement*
24 *of Expenses for the Period of October 22, 2019 to February 13, 2020* [Dkt. No. 232] (the “Second
25 Interim Application”), on February 19, 2020, seeking compensation and reimbursement of
26 expenses for the period from October 22, 2019 to February 13, 2020 (the “Second Interim Fee
27 Period”). The Second Interim Application contains a thorough description of the legal services
28 performed by the Firm during the Second Interim Fee Period. The Court held a hearing on the

1 Second Interim Application on March 11, 2020, and granted the amounts requested in full. See
2 Dkt. No. 243, Order Granting Second Interim Application for Compensation and Reimbursement
3 of Expenses for Chan Punzalan LLP for the Period of October 22, 2019 to February 13, 2020
4 (allowing \$45,037.50 in compensation and \$309.36 in reimbursement of expenses for the Second
5 Interim Fee Period). The Firm has been paid all fees and expenses allowed by the order granting
6 the Second Interim Application.

7 **E. The Third Interim Application**

8 Chan Punzalan filed its *Third Interim Application for Compensation and Reimbursement of*
9 *Expenses for the Period of February 14, 2020 to July 3, 2020* [Dkt. No. 284] (the “Third Interim
10 Application”), on July 8, 2020, seeking compensation and reimbursement of expenses for the
11 period from February 14, 2020 to July 3, 2020 (the “Third Interim Fee Period”). The Third Interim
12 Application contains a thorough description of the legal services performed by the Firm during the
13 Third Interim Fee Period. On July 23, 2020, Chan Punzalan filed a Supplemental Memorandum
14 Regarding the Third Interim Application (“Supplement to the Third Interim Application”) to
15 exclude time entries and expenses incurred in litigating Mr. Sohail’s motion for judgment on the
16 pleadings that were inadvertently included in the Third Interim Application.

17 The Court held a hearing on the Third Interim Application on July 31, 2020, and granted
18 the amounts requested in the Supplement to the Third Interim Application. See Dkt. No. 296,
19 Order Granting Third Interim Application for Compensation and Reimbursement of Expenses for
20 Chan Punzalan LLP for the Period of February 14, 2020 to July 3, 2020 (allowing \$134,782.50 in
21 compensation and \$1,087.60 in reimbursement of expenses for the Third Interim Fee Period). The
22 Firm has been paid all fees and expenses allowed by the order granting the Third Interim
23 Application.

24 **F. The Fourth Interim Application**

25 Chan Punzalan filed its *Fourth Interim Application for Compensation and Reimbursement*
26 *of Expenses for the Period of July 4, 2020 to November 1, 2020* [Dkt. No. 323] (the “Fourth
27 Interim Application”), on November 4, 2020, seeking compensation and reimbursement of
28 expenses for the period from July 4, 2020 to November 1, 2020 (the “Fourth Interim Fee Period”).

1 The Fourth Interim Application contains a thorough description of the legal services performed by
2 the Firm during the Fourth Interim Fee Period. On November 20, 2020, Chan Punzalan filed a
3 Supplemental Memorandum Regarding the Fourth Interim Application (“Supplement to the
4 Fourth Interim Application”) to exclude time entries and expenses incurred in litigating Mr.
5 Sohail’s motion for judgment on the pleadings that were inadvertently included in the Fourth
6 Interim Application.

7 The Court held a hearing on the Fourth Interim Application on November 25, 2020, and
8 granted the amounts requested in the Supplement to the Fourth Interim Application. See Dkt. No.
9 330, Order Granting Fourth Interim Application for Compensation and Reimbursement of
10 Expenses for Chan Punzalan LLP for the Period of July 4, 2020 to November 1, 2020 (allowing
11 \$65,093.50 in compensation and \$35.70 in reimbursement of expenses for the Fourth Interim Fee
12 Period). The Firm has been paid all fees and expenses allowed by the order granting the Fourth
13 Interim Application.

14 **G. The Fifth Interim Application**

15 Chan Punzalan filed its *Fifth Interim Application for Compensation and Reimbursement of*
16 *Expenses for the Period of November 2, 2020 to March 7, 2021* [Dkt. No. 339] (the “Fifth Interim
17 Application”), on March 10, 2021, seeking compensation and reimbursement of expenses for the
18 period from November 2, 2020 to March 7, 2021 (the “Fifth Interim Fee Period”). The Fifth
19 Interim Application contains a thorough description of the legal services performed by the Firm
20 during the Fifth Interim Fee Period. On March 23, 2021, Chan Punzalan filed a Supplemental
21 Memorandum Regarding the Fifth Interim Application (“Supplement to the Fifth Interim
22 Application”) and excluded time incurred in representing the Debtor in the Labbaik action after
23 conferring with counsel for the United States Trustee.

24 The Court held a hearing on the Fifth Interim Application on March 31, 2021, and granted
25 the amounts requested in the Supplement to the Fifth Interim Application. See Dkt. No. 351, Order
26 Granting Fifth Interim Application for Compensation and Reimbursement of Expenses for Chan
27 Punzalan LLP for the Period of November 21, 2020 to March 7, 2021 (allowing \$16,215.00 in
28 compensation and \$22.50 in reimbursement of expenses for the Fifth Interim Fee Period). The

1 Firm has been paid all fees and expenses allowed by the order granting the Fifth Interim
2 Application.

3 **H. The Sixth Interim Application**

4 Chan Punzalan filed its *Sixth Interim Application for Compensation and Reimbursement of*
5 *Expenses for the Period of March 8, 2021 to September 1, 2021* [Dkt. No. 362] (the “Sixth Interim
6 Application”), on September 8, 2021, seeking compensation and reimbursement of expenses for
7 the period from March 8, 2021 to September 1, 2021 (the “Sixth Interim Fee Period”). The Sixth
8 Interim Application contains a thorough description of the legal services performed by the Firm
9 during the Sixth Interim Fee Period.

10 The Court held a hearing on the Sixth Interim Application on October 20, 2021, and
11 granted the amounts requested in the Supplement to the Sixth Interim Application. See Dkt. No
12 377, Order Granting Sixth Interim Application for Compensation and Reimbursement of Expenses
13 for Chan Punzalan LLP for the Period of March 8, 2021 to September 1, 2021 (allowing
14 \$120,256.40 in compensation and \$629.25 in reimbursement of expenses for the Sixth Interim Fee
15 Period). The Firm has been paid all fees and expenses allowed by the order granting the Sixth
16 Interim Application.

17 **I. The Seventh Interim Application**

18 Chan Punzalan filed its *Seventh Interim Application for Compensation and Reimbursement*
19 *of Expenses for the Period of September 8, 2021 to March 8, 2022* [Dkt. No. 385] (the “Seventh
20 Interim Application”) on March 9, 2022, seeking compensation and reimbursement of expenses
21 for the period of September 8, 2021 to March 8, 2022 (the “Seventh Interim Fee Period”). The
22 Seventh Interim Application contains a thorough description of the legal services performed by the
23 Firm during the Seventh Interim Fee Period.

24 The Court held a hearing on the Seventh Interim Application on April 20, 2022, and
25 granted the amounts requested in the Supplement to the Seventh Interim Application. See Dkt. No.
26 399, Order Granting Seventh Interim Application for Compensation and Reimbursement of
27 Expenses for Chan Punzalan LLP for the Period of September 8, 2021 to March 8, 2022 (allowing
28 \$25,983.00 in compensation and \$97.40 in reimbursement of expenses for the Seventh Interim Fee

1 Period). The Firm has been paid all fees and expenses allowed by the order granting the Seventh
2 Interim Application.

3 **J. The Eighth Interim Fee Period of March 9, 2022 to September 20, 2022**

4 Discovery Disputes

5 During the Interim Fee Period, DISH continued to engage in extensive and aggressive
6 discovery tactics against JadooTV. As such, JadooTV was required to spend an inordinate amount
7 of its resources in addressing DISH's comprehensive meet and confer letters and requests for
8 supplemental discovery.

9 On March 31, 2022, DISH sent a letter requesting the depositions of seven JadooTV
10 "witnesses", including a continuation of JadooTV's 30(b)(6) witness, Sajid Sohail. On April 21,
11 2022, JadooTV sent a response to DISH's March 31 letter objecting to a continuation of the
12 30(b)(6) deposition. DISH sent a subsequent letter on this issue on May 9, 2022, and JadooTV
13 responded to that letter on May 23, 2022.

14 On July 28, 2022, DISH sent a letter addressing sixteen new discovery "issues", with a lot
15 of the issues dating back to 2018. Because DISH's counsel did not raise most of the issues for over
16 two years, Chan Punzalan was forced to gather information from JadooTV's prior counsel,
17 O'Melveny & Myers, in addition to analyzing previous discovery and document production to
18 evaluate the validity of DISH's claims. JadooTV responded to DISH's letter on August 19, 2022,
19 and thereafter worked to supplement previously served discovery responses and documents.

20 On September 12, 2022, DISH filed a discovery letter brief with Magistrate Judge Beeler
21 regarding Chan Punzalan's alleged failure to meet and confer by telephone pursuant to Judge
22 Beeler's standing order. Before Chan Punzalan could dispute the allegations in DISH's discovery
23 letter brief, on September 13, the Court granted DISH's discovery letter brief and ordered the
24 parties to meet and confer by telephone by September 23, 2022.

25 Depositions

26 On April 6, 2022, DISH served a Notice of Deposition of Faisal Aftab and IDC Resources
27 (Pvt.) Limited. Mr. Aftab's deposition was broken up into two days. Counsel for JadooTV, Nicole
28

1 Daryanani, attended and defended the depositions on behalf of JadooTV. Separate counsel for Mr.
2 Aftab defended the depositions on behalf of Mr. Aftab.

3 On August 24, 2022, DISH served a Notice of Deposition of Ahsan Salahuddin. Counsel
4 for JadooTV, Nicole Daryanani, attended and defended the deposition on behalf of JadooTV.

5 Case Management

6 On August 5, 2022, the parties filed a Joint Case Management Statement and Proposed
7 Order. On August 5, 2022, the Court set the following pretrial schedule:

- 8 • Completion of fact discovery: November 11, 2022
- 9 • Initial expert witness disclosures: December 12, 2022
- 10 • Rebuttal expert witness disclosures: January 12, 2023
- 11 • Completion of expert discovery: February 13, 2023
- 12 • Dispositive motions: March 13, 2023

13 **K. Professional Compensation and Reimbursement of Expenses**

14 By this Interim Application, the Firm seeks interim allowance of compensation in the
15 amount of \$71,655.00 and actual and necessary expenses in the amount of \$1,816.65 for a total
16 allowance of \$73,471.65 for the Interim Fee Period.

17 All services for which Chan Punzalan requests compensation were performed for or on
18 behalf of the Debtor. Chan Punzalan has received no payment and no promises for payment from
19 any source other than the Debtor for services rendered or to be rendered in any capacity
20 whatsoever in connection with the matters covered by this Interim Application.

21 There is no agreement or understanding between Chan Punzalan and any other person
22 other than the partners of Chan Punzalan for the sharing of compensation to be received for
23 services rendered in these cases.

24 The Firm has billed the Debtor in this Chapter 11 Case in accordance with its existing
25 billing rates and procedures in effect during the Interim Fee Period. These rates are the same rates
26 Chan Punzalan charges for services rendered by its attorneys and paraprofessionals in comparable
27 matters and are reasonable given the compensation charged by comparably skilled practitioners in
28 similar matters in both the California and national markets.

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<u>Category</u>	<u>Total Hours</u>	<u>Fees</u>
A. Copyright Action - Case Management	24.8	\$11,673.00
B. Copyright Action - Discovery Production, Propounding and Conferences	122.3	\$56,284.50
C. Bankruptcy Matter - Communications with Co-counsel and Case Management	4.2	\$2,121.00
D. Bankruptcy Matter - Pleadings and Hearings	3.3	\$1,459.50
E. Settlement and ADR Discussions and Conferences	0.2	\$117.00

A. Copyright Action - Case Management Matters

This billing code relates to work performed by Chan Punzalan professionals with respect to the case management of the Copyright Action. As counsel of record in the Copyright Action, the Firm and its paraprofessionals handled all aspects of case management and logistics with respect to the Copyright Action.

<u>Professional or Paraprofessional</u>	<u>Hours</u>	<u>Fees</u>
Mark Punzalan	3.1	\$1,813.50
Nicole Daryanani	8.5	\$3,952.50
Erik Landaverde	0.8	\$144.00
Shinhong Byun	8.2	\$3,936.00
Lawrence Ng	2.7	\$1,174.50
Ashley Ayad	1.5	\$652.50
Total	24.8	\$11,673.00

B. Copyright Action - Discovery

As addressed above, Chan Punzalan has worked extensively with DISH's counsel to resolve discovery disputes and provide witnesses for deposition.

1 During the Interim Fee Period, DISH continued to engage in extensive and aggressive
2 discovery tactics against JadooTV. As such, JadooTV was required to spend an inordinate amount
3 of its resources in addressing DISH's comprehensive meet and confer letters and requests for
4 supplemental discovery.

5 On March 31, 2022, DISH sent a letter requesting the depositions of seven JadooTV
6 "witnesses", including a continuation of JadooTV's 30(b)(6) witness, Sajid Sohail. On April 21,
7 2022, JadooTV sent a response to DISH's March 31 letter objecting to a continuation of the
8 30(b)(6) deposition. DISH sent a subsequent letter on this issue on May 9, 2022, and JadooTV
9 responded to that letter on May 23, 2022.

10 On July 28, 2022, DISH sent a letter addressing sixteen new discovery "issues", with a lot
11 of the issues dating back to 2018. Because DISH's counsel did not raise most of the issues for over
12 two years, Chan Punzalan was forced to gather information from JadooTV's prior counsel,
13 O'Melveny & Myers, in addition to analyzing previous discovery and document production to
14 evaluate the validity of DISH's claims. JadooTV responded to DISH's letter on August 19, 2022,
15 and thereafter worked to supplement previously served discovery responses and documents.

16 On September 12, 2022, DISH filed a discovery letter brief with Magistrate Judge Beeler
17 regarding Chan Punzalan's alleged failure to meet and confer by telephone pursuant to Judge
18 Beeler's standing order. Before Chan Punzalan could dispute the allegations in DISH's discovery
19 letter brief, on September 13, the Court granted DISH's discovery letter brief and ordered the
20 parties to meet and confer by telephone by September 23, 2022.

21 On April 6, 2022, DISH served a Notice of Deposition of Faisal Aftab and IDC Resources
22 (Pvt.) Limited. Mr. Aftab's deposition was broken up into two days. Counsel for JadooTV, Nicole
23 Daryanani, attended and defended the depositions on behalf of JadooTV. Separate counsel for Mr.
24 Aftab defended the depositions on behalf of Mr. Aftab.

25 On August 24, 2022, DISH served a Notice of Deposition of Ahsan Salahuddin. Counsel
26 for JadooTV, Nicole Daryanani, attended and defended the deposition on behalf of JadooTV.

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<u>Professional or Paraprofessional</u>	<u>Hours</u>	<u>Fees</u>
Mark Punzalan	13.2	\$7,722.00
Nicole Daryanani	80.9	\$37,618.50
Erik Landaverde	5.7	\$1,026.00
Shinhong Byun	2.9	\$1,392.00
Lawrence Ng	15.1	\$6,568.50
Ashley Ayad	4.5	\$1957.50
Total	122.3	\$56,284.50

C. Communications with Co-counsel and Case Management Regarding Bankruptcy Matter

This billing code relates to all aspects of communications with Keller Benvenuti Kim regarding the Debtor's bankruptcy case. The Firm's role as the Debtor's counsel in the Copyright Action necessitates frequent consultation with Keller Benvenuti Kim to keep the Chapter 11 Case and Copyright Action running smoothly. This work involves communications relating to various hearings and scheduling issues, including updates regarding the Copyright Action, as well as coordination regarding the Seventh Interim Application and this Interim Application.

<u>Professional or Paraprofessional</u>	<u>Hours</u>	<u>Fees</u>
Mark Punzalan	1.5	\$877.50
Nicole Daryanani	2.3	\$1,069.50
Lawrence Ng	0.4	\$174.00
Total	4.2	\$2,121.00

D. Pleadings and Appearances in Bankruptcy Action

During the Interim Fee Period, Chan Punzalan worked with Keller Benvenuti Kim to prepare responses and pleadings in the Chapter 11 Case. These filings included work on the Seventh Interim Application and this Interim Application.

<u>Professional or Paraprofessional</u>	<u>Hours</u>	<u>Fees</u>
Mark Punzalan	0.8	\$468.00
Nicole Daryanani	1.9	\$883.50
Erik Landaverde	0.6	\$108.00
Total	3.3	\$1,459.50

1 **E. Settlement and ADR Discussions and Conferences**

2 During the Interim Period, the Firm conferred with JadooTV's principal regarding settlement
3 strategy for the Copyright Action.

4

<u>Professional or Paraprofessional</u>	<u>Hours</u>	<u>Fees</u>
Mark Punzalan	0.2	\$117.00
Total	0.2	\$117.00

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8 **EXPENSE SUMMARY**
9 **MARCH 9, 2022 TO SEPTEMBER 20, 2022**

10 As is its typical practice in chapter 11 cases, the Firm advanced costs on behalf of the
11 Debtor in connection with the discharge of the duties described in the Interim Application. During
12 the Interim Fee Period, Chan Punzalan incurred a total of \$1,816.65 in expenses. These expenses
13 consisted of the certified deposition transcript fees in the Copyright Action. Receipts for all
14 significant expenses have been provided to the Debtor.

15 **LEGAL BASIS FOR INTERIM COMPENSATION**

16 The professional services for which Chan Punzalan requests interim allowance of
17 compensation and reimbursement of expenses were rendered and incurred in connection with this
18 case in the discharge of Chan Punzalan's professional responsibilities as attorneys for the Debtor
19 in this Chapter 11 Case and the Copyright Action. Chan Punzalan's services have been necessary
20 and beneficial to the Debtor and its estate, creditors, and other parties in interest.

21 In accordance with the factors enumerated in section 330 of the Bankruptcy Code, Chan
22 Punzalan respectfully submits that the amount requested by Chan Punzalan is fair and reasonable
23 given the complexity of this Chapter 11 Case and the related Copyright Action, the Patent Action,
24 and the Labbaik Action, the time expended, the nature and extent of the services rendered, the
25 value of such services, and the costs of comparable services other than in a case under the
26 Bankruptcy Code. Moreover, Chan Punzalan has reviewed the requirements of the Northern
27 District Guidelines, and the UST Guidelines and believes that the Interim Application complies
28 with all of them except as specifically noted herein.

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